

SCHEDULE A

I. INSURANCE

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.** *The Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.*

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Consultant's (and approved subcontractors) Comprehensive General Liability Policies:
 - 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the implementation of a customized applicant tracking system."
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
 - 1. COMMERCIAL GENERAL LIABILITY, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury

2. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

III. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. **MISCELLANEOUS**

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled or materially amended without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government's Risk Management Division at least 30 days prior to the expiration of any policy(s). Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
Finance Department, Risk Management Division
611 West Jefferson Street, Room 22
Louisville, KY 40202

- C. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

 X C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

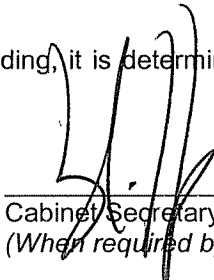
_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 5.30.06
Requesting Department Director Date

 5/30/06
Cabinet Secretary Date
(When required by cabinets policy)

**Mayor _____ Date _____
**Signature is required only for Written Finding A

CONTRACT DATA SHEETPSC Type (check one): ☐ New ☒ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: My Career Network.com, LLC
2. Address: 12700 Shelbyville Rd., Barkley Building, Suite 201
3. City/ State & Zip: Louisville, KY 40243
4. Contact Person Name & Telephone Number: R. Collie King, III; 502-244-4149
5. Revenue Commission Taxpayer ID#: 61-1350374 Acct. #009873
6. If registration is not required please explain: NA
7. Is account in good standing: Yes
8. Federal Tax ID # (SSN if sole proprietor):

Department Information

9. Requesting Department: Human Resources
10. Contact Person Name & Telephone: Connie Hobbs Jones (574-3697)

Contract Information

11. Not to exceed amount: \$61,497
12. Are expenses reimbursed? No
13. If yes list allowable expenses and maximum amount reimbursable: NA
14. Beginning and ending date of the contract: July 1, 2006 – June 30, 2007
15. Coding: 1101- 225- 5621- 562100- 521301
16. Scope & Purpose of the contract: Implement a customized applicant tracking system. This will lower man hours and shorten the time to qualify and hire a candidate. This will allow more time to focus on strategic initiatives.

NOTE: There isn't any other local outlet for accumulating and dispensing applicants in this manner. Funding will come from current fiscal year.

Authorizations

 County Attorney Review - Approved as to Form:

Department Director: Jeff Prewitt Date: 5/12/06

Signature certifies:

- ☒ Funds are available
☒ Contractor is registered and in good standing with the Revenue Commission
☒ Human Relations Commission registration requirements have been met

 Risk Management Division of Finance - Certifies Insurance requirements satisfied:

Cabinet Secretary:  Date: 5/13/06
 (If applicable)